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June 14, 2019

HQAD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

Re. Freedom of Information Act Request: Solicitation Number: 68HERH19Q0029

Dear Responsible Official,

I request copies of each of the responses to the subject solicitation, documents and correspondence relating to the assessment of any responses submitted in connection with the solicitation, and any documents and correspondence relating to the removal of the total small business set-aside added to the solicitation in December of 2018. The original solicitation, modification of the solicitation, and notice of award are attached for your reference.

In order to help you determine my status for the purpose of assessing fees, you should know that I am seeking this information for commercial use – for purposes of understanding how the subject agency procures legal services for patent preparation and prosecution services.

I request a waiver of fees for this request because disclosure of the requested information is in the public interest because it is likely to contribute to the public understanding of the operations or activities of the subject agency. In the event that a determination is made that no fee waiver is applicable, I agree to pay any applicable fee(s), capped at \$25, accompanied by an invoice accounting for the invoiced fee(s).

Should you have any questions relating to the attached request please feel free to contact me at the above email address and telephone number.

Sincerely,



Christopher Cillie

ATTACHMENTS - 4

Home	Getting Started	General Info	Opportunities	Agencies
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Buyers: [Login](#) | [Register](#) Vendors: [Login](#) | [Register](#)



R--Award Notice: BPA for Patent Services

Solicitation Number: 68HERH19Q0029

Agency: Environmental Protection Agency

Office: Office of Acquisition Solutions (OAS)

Location: EPA/Headquarters (HQAD - old HPOD & SRRPOD)

[Notice Details](#)

[Packages](#)

[Interested Vendors List](#)

Original Synopsis

Jun 13, 2019

1:01 pm

[Return To Opportunities List](#)

Solicitation Number:

68HERH19Q0029

Notice Type:

Award Notice

Contract Award Date:

June 12, 2019

Contract Award Number:

68HERH19A0004

Contract Award Dollar Amount:

\$0.00

Contractor Awarded DUNS:

040847477

Contractor Awardee:

Caesar Rivise, PC

1635 MARKET STREET

7 PENN CENTER, 12TH FLOOR

PHILADELPHIA

PA

191032212

USA

Synopsis:

Added: Jun 13, 2019 1:01 pm

The Environmental Protection Agency (EPA) has awarded five (5) Blanket Purchase Agreements (BPA) to small businesses under Solicitation 68HERH19Q0029. The BPAs will allow Firm-Fixed-Price BPA Calls for Patent Services with an overall ceiling of \$800,000.

GENERAL

Notice Type:

Award Notice

Posted Date:

June 13, 2019

Response Due Date:

-

Archiving:

Automatic

Archive Date:

July 4, 2019

Original Synopsis:

N/A

Set Aside:

N/A

Classification:

R -- Professional

management

NAICS Code:

541 -- Professional

Technical

of Lawyer

BPA for Patent Services:

68HERH19A0004 - Caesar Rivise, PC

Contracting Office Address:

HQAD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington
DC
20460
USA

Point of Contact(s):

Davis, Derek

[Return To Opportunities List](#)

[For Help: Federal Service Desk](#) [Accessibility](#)

REQUEST FOR QUOTATION <i>(THIS IS NOT AN ORDER)</i>			THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET ASIDE		PAGE 1 OF 35 PAGES	
1. REQUEST NO. 68HERH19Q0029		2. DATE ISSUED 03/14/2019		3. REQUISITION/PURCHASE REQUEST NO.		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1
5a. ISSUED BY HQAD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460				6. DELIVERY BY (Date) Multiple		
5b. FOR INFORMATION CALL: (No collect calls) NAME: Nicolas Sanchez TELEPHONE NUMBER: _____ AREA CODE: _____ NUMBER: _____ 8. TO: a. NAME: _____ b. COMPANY: _____ c. STREET ADDRESS: _____ d. CITY: _____ e. STATE: _____ f. ZIP CODE: _____ g. STATE: _____ h. ZIP CODE: _____				7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)		
				9. DESTINATION a. NAME OF CONSIGNEE: _____ b. STREET ADDRESS: _____ c. CITY: _____		
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 04/01/2019 1200 ET		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.				
11. SCHEDULE (Include applicable Federal, State and local taxes)						
ITEM NO. (a)	SUPPLIES/SERVICES (b)			QUANTITY (c)	UNIT (d)	UNIT PRICE (e)
0001	The EPA hereby issues this RFQ to procure a multiple award Blanket Purchase Agreement (BPA) for patent services identified in the attached Statement of Work (SOW)					
12. DISCOUNT FOR PROMPT PAYMENT				a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)
				d. CALENDAR DAYS NUMBER PERCENTAGE		
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached						
13. NAME AND ADDRESS OF QUOTER				14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER				16. SIGNER a. NAME (Type or print)		b. TELEPHONE
b. STREET ADDRESS						AREA CODE
c. COUNTY						
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		NUMBER	

BLANKET PURCHASE AGREEMENT (BPA)

A. AUTHORITY

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6, in conjunction with Subpart 13.3, as applicable, and as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued.

B. PURPOSE OF BPA

The purpose of this BPA is to establish arrangements for ordering patent services for the award's period of performance. Upon issuance of BPA(s) the Contracting Officer will be issuing subsequent Call Order(s). The Environmental Protection Agency (EPA) has a requirement to acquire patent services. BPAs that will provide a contracting vehicle to award Call Orders. These BPAs will provide a qualified set of contractors with predetermined services which can be utilized by EPA.

This BPA establishes the terms and conditions applicable to potential future purchases for BPA calls under this agreement. EPA's objective in establishing this Agreement is to reduce the Government's administrative costs and to eliminate unnecessary duplication of paperwork that can result when repetitive purchases of items are made from the same contractor.

A BPA is an Agreement, not a contract. The Government is not obligated to purchase any definite amount under this BPA. If a need arises, an authorized representative of the Government may issue an order following the procedures outlined in the BPA. If the BPA-holder accepts the order, then a binding contract between the Government and BPA-holder will exist for that specific order. If the BPA-holder refuses to accept orders or to furnish quotations in compliance with the terms of the BPA, the Government reserves the right to cancel the BPA. The BPA will not include a minimum guarantee amount or minimum order guarantee.

C. TERMS AND CONDITIONS

Agreement: This is a pre-priced BPA for non-personal services. Under this BPA, the contractor/supplier shall provide all equipment, tools, materials, supplies, transportation, labor, supervision, management and other incidentals necessary to meet the requirements as stated in the Statement of Work (SOW). These services will be ordered by the Contracting Officer (or authorized representative of the Contracting Officer) during the five (5) year duration of this BPA.

Maximum BPA Values: Individual Call Orders placed under this BPA shall not exceed \$250,000.00 per Call Order. The amount of all Call Orders shall not exceed \$800,000.00 combined for all BPA Call Orders.

Effective Period: The anticipated effective period of performance for this BPA is April 15th, 2019 through April 14th, 2020 with four (4) one-year option periods.

Delivery Requirements: All items shall be shipped FOB Destination to the address specified in the Call Order.

Ordering and Payment: BPA Call Orders will be issued to the BPA Holder based on the expertise in the area stated in the Call Order. The Government reserves the right to compete the Call Orders among BPA holders. Payment shall be made based on successful delivery, inspection and acceptance of the identified items in accordance with FAR 52.212-4(i).

Extent of Obligation: The Government will be obligated only to the extent of authorized purchases made under this BPA by authorized personnel.

Funds Obligation: The BPA does not obligate any funds. Funds will be obligated on each Call Order.

BPA Term: The maximum period of performance of this BPA is five (5) years from the date of BPA execution. This maximum period may be extended by a maximum of 6 months if FAR clause 52.217-8 is exercised. The BPA will be reviewed annually to ensure that it still represents a "best value". At the sole discretion of the Government, the Government may exercise the Option Periods in accordance with EPAAR 1552.217-76.

Pricing Terms: Pricing in response to all Call Orders shall be consistent with (i.e., equal to or less than) the pricing stated in the BPA for the effective BPA period. The Pricing Lists will be reviewed annually to determine if they are consistent with the rates offered by the Contractor on the open market. Refer to Price Reduction below.

Discounted Rates: The Contractor is encouraged to offer discounts to be issued under this BPA.

Out-Year Prices: Pricing Lists are governed by the applicable BPA period.

Price Reduction: Any pricing under this BPA shall be consistent with (i.e., equal to or less than) prices offered by the Contractor in the commercial open market. If at any time the prices offered by the Contractor in the commercial open market become lower than the prices in this BPA, this BPA will be modified to include the lower prices.

Precedence: The terms and conditions included in this BPA apply to all Call Orders issued against it. In the event of an inconsistency between the terms and conditions of the BPA and the Contractor's invoice, the BPA terms and conditions will take precedence.

D. AUTHORIZED USERS AND POINTS OF CONTACT

Authorized Users:

- The BPA is open for ordering by all EPA offices.
- Only the Contracting Officer(s) identified under the BPA Points of Contact are authorized to place orders under this BPA.

BPA Points of Contact (POC):

BPA Contracting Officer:
Derek Davis
Phone: (202) 564-1074
Email: davis.derek@epa.gov

BPA Contract Specialist:
Nicolas Sanchez
Phone: (202) 564-2952
Email: sanchez.nicolas@epa.gov

BPA Contracting Officer Representative (COR): To be determined at the time of BPA execution.

BPA Call Order POCs: To be specified in the BPA Call Order.

E. ORDERING

Centralized Ordering: Ordering via this BPA is centralized to the Office of Acquisition Solutions (OAS) Headquarters Acquisition Division (HQAD) Professional Services & Consolidated Mission Support Branch.

Ordering Period: Call Orders may be placed against the BPA at any time prior to the expiration of the BPA.

Performance Period: Delivery for any Call Order may extend up to 60 days beyond the expiration of the BPA provided that the Call Order was placed prior to BPA expiration.

Order Type: EPA will place Firm-Fixed-Price Call Orders under this BPA.

F. INVOICING AND PAYMENT

Invoicing: The Contractor shall prepare invoices in accordance with FAR 52.212-4.

Invoice Content: The requirements of a proper invoice are set forth in FAR 52.212-4.

Copies: A copy of the invoice shall be provided to the BPA Call Order POC(s), with copies to the BPA COR, BPA Contracting Officer, and BPA Contract Specialist.

Submitting Invoices: The Contractor shall submit an original invoice and one (1) copy (or electronic invoice, if authorized), to the address specified on the BPA Call Orders issued against the BPA. Details on how to submit electronic invoices can be found at:
<http://www2.epa.gov/financial/contracts>.

Payment: Payment will be made based on successful delivery, inspection, and acceptance of the

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identified items and related services in accordance with FAR 52.212-4(i). The total amount of payments made on any Call Order shall not exceed the ceiling on the Call Order. The total amount of payments made on all Call Orders issued against this BPA is not to exceed \$800,000.00.

G. BPA MANAGEMENT AND OVERSIGHT

Centralized Management: The Contractor must provide centralized administration, in the form of a single point of contact, in support of all work performed under this BPA.

Records: The Contractor shall maintain archival copies of all deliverables, invoices, and other information furnished to the EPA for the life of the BPA and up to three (3) years after expiration of the BPA. Copies shall be made available to the Government upon request.

Tax: The Federal Government is exempted from paying state and local taxes. The tax-exempt number is 52-0852695.

H. QUALITY ASSURANCE

Quality Assurance for services and/or supplies shall be conducted in accordance with the contractor's existing quality assurance processes prior to tender for Government review and acceptance.

I. INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS.

Type of Contract: The Government anticipates the award of a fixed-price, Multiple Award, BPA resulting from this Request For Quote (RFQ).

Anticipated Award Date: For quotation preparation purposes, offerors may assume an effective date of April 8, 2019. However, this date is only provided for quotation purposes and is subject to change without notification prior to award.

General Information: This procurement is being conducted pursuant to FAR Part 12 - Acquisition of Commercial Items and FAR Part 13 - Simplified Acquisition Procedures. Additional FAR parts may apply, as applicable.

These instructions are provided for the development of a clear, concise and coherent quote. Offerors are encouraged to prepare a quote which is specific and sufficiently detailed to allow a complete evaluation of your method for satisfying the technical requirements. EPA intends to issue a BPA(s) on a best-value basis to the responsible offeror(s) whose quote conforms to the RFQ, meets the minimum technical requirements, and is deemed most advantageous to the Government, with price and non-price factors considered. Specifically, the BPA award(s) will be made to the offeror(s) whose quote is determined to be the lowest price, technically acceptable. Evaluation of price will be based on the overall proposed price. Technical Quotes must be included in a separate document from the price quote to facilitate an independent evaluation.

System for Award Management (SAM): SAM is REQUIRED to receive an award on all federal Government contracts. Therefore, contractors are encouraged to begin this process sooner rather than later. If already registered, please ensure your registration is ACTIVE. The website to register with SAM is: www.sam.gov.

FedConnect Web Portal: Electronic submission of proposals, bids, offers or quotes is REQUIRED and shall only be accepted through the FedConnect web portal. FedConnect can be accessed at <https://www.fedconnect.net/Fedconnect/>. All responses to questions will be released on FedConnect. For assistance in registering or for other FedConnect technical questions please call the FedConnect Help Desk at (800) 899-6665 or email at support@fedconnect.net. There is no charge for registration in or use of FedConnect.

Quote Instructions: Offerors shall submit its complete (Technical and Price Quote) in response to this RFQ on or before noon ET on April 1, 2019 via **FedConnect**. Earlier submissions are encouraged. All questions regarding this RFQ shall be submitted via **FedConnect no later than noon ET on March 21, 2019**. Questions and answers of a common interest will be provided to all prospective offerors. Quotes must be valid for at least **45 days** after quote response due date.

Offerors shall provide the following information in its quote:

- Company information (i.e., name, address, phone, email address)
- DUNS/TIN number

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- Socioeconomic status
- Point of Contact (i.e., name, address, phone, email address)
- Purchase Line Item information

Technical Quote: The Offeror's technical quote shall be written and organized to demonstrate the Offeror's knowledge and understanding of the requirements as outlined in the SOW. The technical quote shall not exceed **20 pages** (including Resumes and Past Performance/Experience information). At a minimum, the Offeror's technical quote shall include the following:

- **KEY PERSONNEL**

Registered patent attorney – Must have at least one (1) registered patent attorney. Registration numbers must be provided. Submit resumes for all registered patent attorneys and registered patent agents. Patent attorneys and agents must be proficient in at least (i.e., educated) in the scientific discipline of the patent application to bid upon. Areas of proficiency are: chemistry; biology; microbiology; environmental engineering; and mechanical engineering.

- **PAST PERFORMANCE/EXPERIENCE**

Submit evidence of successfully preparing and prosecuting of at least ten (10) patent applications that have been issued.

Submit three (3) most recent and relevant federal contract references (including contract numbers, points of contacts with telephone numbers, and other relevant information) in the form of a Past Performance Information Retrieval System (PPIRS)/Contractor Performance Assessment Reporting System (CPARS) report. If not federal contracts are available, please submit three (3) most recent and relevant private sector contract references (including contract numbers, points of contacts with telephone numbers, and other relevant information).

Price Quote (Pricing Excel Spreadsheet Attachment 2): Offeror shall submit a firm-fixed-price for all tasks.

- Offeror shall use Attachment 2 – Pricing Sheet for submitting pricing information. Failure to provide pricing for all tasks will deem the offer incomplete and will not be considered. Pricing Sheet will be incorporated to the BPA as the Price List.

Basis of Award and Evaluation Criteria: The Government will award a Multiple Award, BPA to the responsible offeror(s) whose quote conforms to the RFQ and will be most advantageous to the Government, price and other factors considered as stated below. Specifically, the BPA award(s) will be made to the offeror(s) whose quote is determined to be the lowest price, technically acceptable.

- KEY PERSONNEL
- PAST PERFORMANCE/EXPERIENCE

- PRICE

The Government intends to award up to five (5) offerors under the proposed Multiple Award BPA but reserves the right to award less than five (5) if determined to be in the best interest of the Government. The BPA will allow Firm-Fixed-Price BPA Calls for patent services.

Past Performance: The past performance evaluation is an assessment of the offeror's probability of meeting the minimum past performance solicitation requirements. This assessment is based on the offeror's record of relevant and recent past performance information that pertain to the products and/or services outlined in the solicitation requirements. The Government reserves the right to review the Offeror's three (3) submitted reports in PPIRS/CPARS to validate the Offeror's past performance.

The following ratings and definitions will be used to evaluate the Technical Factor and Past Performance/Experience Factor as applicable below:

LPTA Technical Ratings	
Rating	Description
Acceptable	Proposal clearly meets the minimum requirements of the solicitation.
Unacceptable	Proposal does not clearly meet the requirements of the solicitation.
LPTA Past Performance Ratings	
Rating	Description
Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown. (See note below.)
Unacceptable	Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.
Note: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."	

Price: Prices will be assessed for fairness and reasonableness. The Price Quote will be evaluated to determine price reasonableness based on the aggregate total of all proposed tasks within the pricing sheet and awarded on a Lowest Price Technically Acceptable basis.

Solicitation Provisions Incorporated by Reference (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Contractor is cautioned that the listed provisions may include blocks that must be completed by the Contractor and submitted with its quote or offer. In lieu of submitting the full text of those provisions, the Contractor may identify the provision by paragraph identifier and provide the appropriate information with its quote or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

- Federal Acquisition Regulation (FAR):
http://www.acquisition.gov/sites/default/files/current/far/html/Subpart%207_1.html
- Environmental Protection Agency Acquisition Regulation (EPAAR):
http://www.ecfr.gov/cgi-bin/textidx?c=ecfr&tpl=/ecfrbrowse/Title48/48cfrv6_02.tpl

The following provisions are pertinent to this RFQ and are hereby incorporated by reference:

Federal Acquisition Regulation (48 CFR Chapter 1):

NUMBER	TITLE
52.212-1	Instructions to Offerors – Commercial Items
52.212-2	Evaluation – Commercial Items
52.212-4	Contract Terms and Conditions -- Commercial Items
52.252-5	Authorized Deviations in Provisions
	Fill in: (b) EPAAR, 48 CFR Chapter 15

Environmental Protection Agency Acquisition Regulation (48 CFR Chapter 15):

NUMBER	TITLE
1552.237-70	Notice of Filing Requirements for Agency Protests

FAR 52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Jan 2019)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

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(2) 52.204-23, Prohibition on Contracting for Hardware,
Software, and Services Developed or Provided by Kaspersky Lab and
Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

 (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

 (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

 X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

 (5) [Reserved]

 (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

 (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

 X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

 X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

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___ (10) [Reserved]

___ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (ii) Alternate I (Nov 2011) of 52.219-3.

___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (ii) Alternate I (Jan 2011) of 52.219-4.

___ (13) [Reserved]

X (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

___ (17) (i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637 (d)(4)).

___ (ii) Alternate I (Nov 2016) of 52.219-9.

X (iii) Alternate II (Nov 2016) of 52.219-9.

___ (iv) Alternate III (Nov 2016) of 52.219-9.

___ (v) Alternate IV (Aug 2018) of 52.219-9.

___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

___ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).

___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C.

637(d)(4)(F)(i)).

___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

X (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).

X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (28) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

___ (ii) Alternate I (Feb 1999) of 52.222-26.

X (29) (i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

___ (ii) Alternate I (July 2014) of 52.222-35.

X (30) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

___ (ii) Alternate I (July 2014) of 52.222-36.

X (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33) (i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

___ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).

X (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not

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applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

____ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

____ (38) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514

____ (ii) Alternate I (Oct 2015) of 52.223-13.

____ (39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-14.

____ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (41) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-16.

____ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

____ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

____ (44) 52.223-21, Foams (Jun 2016) (E.O. 13696).

____ (45) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

____ (ii) Alternate I (Jan 2017) of 52.224-3.

____ (46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

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____ (47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

____ (ii) Alternate I (May 2014) of 52.225-3.

____ (iii) Alternate II (May 2014) of 52.225-3.

____ (iv) Alternate III (May 2014) of 52.225-3.

____ (48) 52.225-5, Trade Agreements (Aug 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

____ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

____ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (55) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).

____ (56) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

____ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

____ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C.

637(d)(12)).

___ (60) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

___ (iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

___ (2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C.206 and 41 U.S.C. chapter 67).

___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

___ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

___ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the

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simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jan 2019) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down

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required in accordance with paragraph (1) of FAR clause 52.222-17.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Oct 2019) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).

(xiii) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

FAR 52.217-8 -- Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 7 days.

(End of Clause)

52.217-9 -- Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of Clause)

J. LIST OF ATTACHMENTS

ATTACHMENT 1 – STATEMENT OF WORK

ATTACHMENT 2 – PRICING SHEET

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 16	
2. AMENDMENT/MODIFICATION NO. 0003		3. EFFECTIVE DATE 11/23/2018		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (if applicable)		6. ISSUED BY HPOD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460		7. ADMINISTERED BY (if other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO. 68HEOH18Q0048		9B. DATED (SEE ITEM 11) 10/29/2018	
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is as follows:

1. Replace the previous Price Worksheet in it's entirety with the revised attached Price Worksheet.
2. Update the Solicitation and Instructions. The changes are highlighted.
3. Post the answers to the questions submitted by offerors.
4. The due date remains the same. Proposals are due: 11 December 2018 at 1430.

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sheila Dolan	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

BLANKET PURCHASE AGREEMENT (BPA)**BLANKET PURCHASE AGREEMENT****A. AUTHORITY**

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6, in conjunction with Subpart 13.1, as applicable, and as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued.

B. PURPOSE OF BPA

The purpose of this BPA is to establish arrangements for ordering patent services for the award's period of performance. Upon issuance of BPA(s) the Contracting Officer will be issuing subsequent Call Order(s). The Environmental Protection Agency (EPA) has a requirement to acquire patent services. BPAs that will provide a contracting vehicle to award call orders. These BPAs will provide a qualified set of contractors with predetermined services which can be utilized by EPA.

This BPA establishes the terms and conditions applicable to potential future purchases for BPA calls under this agreement. EPA's objective in establishing this Agreement is to reduce the Government's administrative costs and to eliminate unnecessary duplication of paperwork that can result when repetitive purchases of items are made from the same contractor.

A BPA is an Agreement, not a contract. The Government is not obligated to purchase any definite amount under this BPA. If a need arises, an authorized representative of the Government may issue an order following the procedures outlined in the BPA. If the BPA-holder accepts the order, then a binding contract between the Government and BPA-holder will exist for that specific order. If the BPA-holder refuses to accept orders or to furnish quotations in compliance with the terms of the BPA, the Government reserves the right to cancel the BPA. They will not include a minimum guarantee amount or minimum order guarantee.

C. TERMS AND CONDITIONS

- 1. Agreement.** This is a pre-priced Blanket Purchase Agreement (BPA) for non-personal services. Under this BPA, the contractor/supplier shall provide all equipment, tools, materials, supplies, transportation, labor, supervision, management and other incidentals necessary to meet the requirements as stated in the Statement of Work (SOW). These services will be ordered by the Contracting Officer (or authorized representative of the Contracting Officer) during the five (5) year duration of this Blanket Purchase Agreement.
- 2. Maximum BPA Values.** Individual Call Orders placed under this BPA shall not exceed \$250,000.00 per call. The amount of all orders shall not exceed \$1 million combined for all contracts.
- 3. Effective Period.** The effective period of the BPA is from the Date of BPA execution + 5 years
(*exact dates to be inserted at the time of BPA execution*)
- 4. Delivery Requirements.** All items shall be shipped FOB Destination to the address specified in the Call Order Request for Quote.

BLANKET PURCHASE AGREEMENT (BPA)

5. **Ordering and Payment.** ~~Call Orders may or may not be competed among BPA holders. Call Orders will be issued to BPA Holders based on expertise in the area stated in the call order. Call Orders will not be competed among the BPA Holders.~~ All Call Orders shall be made via purchase order or purchase card, at the sole discretion of the Contracting Officer placing the Call Order. Orders will be placed via purchase order to the maximum extent practicable. Payment shall be made based on successful delivery, inspection and acceptance of the identified items in accordance with FAR 52.212-4(i).
6. **Extent of Obligation.** The Government will be obligated only to the extent of authorized purchases actually made under this BPA by authorized personnel.
7. **Funds Obligation.** The BPA does not obligate any funds. Funds will be obligated on each Call Order.
8. **BPA Term.** This maximum period of performance of this BPA is five (5) years from the date of BPA execution. This maximum period may be extended by a maximum of 6 months if FAR 52.217-8 is exercised. The BPA will be reviewed annually to ensure that it still represents a "best value". At the sole discretion of the Government, the Government may exercise the Option Periods in accordance with EPAAR 1552.217-76.
9. **Pricing Terms.** Pricing in response to all Call Order Request for Quotes shall be consistent with (i.e., equal to or less than) the pricing stated in the BPA for the effective BPA period. The Maximum Unit Prices will be reviewed annually to determine if they are consistent with the rates offered by the Contractor on the open market. Refer to section 12. Price Reduction herein.
10. **Discounted Rates.** The Contractor is encouraged to offer discounts from its Maximum Unit Prices in response to Call Order Requests for Quotes issued under this BPA.
11. **Out-Year Prices.** Maximum Unit Prices are governed by BPA period.
12. **Price Reduction.** Any pricing under this BPA shall be consistent with (i.e., equal to or less than) prices offered by the Contractor in the commercial open market. If at any time the prices offered by the Contractor in the commercial open market become lower than the prices in this BPA, this BPA will be modified to include the lower prices.
13. **Precedence.** The terms and conditions included in this BPA apply to all orders issued against it. In the event of an inconsistency between the terms and conditions of the BPA and the Contractor's invoice, the BPA terms and conditions will take precedence.

D. AUTHORIZED USERS AND POINTS OF CONTACT**1. Authorized Users:**

- a. The BPA is open for ordering by all EPA offices.
- b. Only the Contracting Officer(s) identified under the BPA Points of Contact are authorized to place orders under this BPA.

2. BPA Points of Contact:

BLANKET PURCHASE AGREEMENT (BPA)

- a. **BPA Contracting Officer:** ~~Keith Westry~~ Sheila Dolan
Phone: (202) 564-~~9863~~9706
Email: ~~westry.keith@epa.gov~~ dolan.sheila@epa.gov
- b. **BPA COR:** To be determined at the time of BPA execution
- c. **Call Order POCs:** To be specified in the Call Order.

E. ORDERING

1. **Centralized Ordering.** Ordering via this BPA is centralized to the Office of Acquisition Solutions (OAS) Headquarters Acquisition Division (HQAD) Professional Svc & Consolidated Mission Branch.
2. **Ordering Period.** Orders may be placed against the BPA at any time prior to the expiration of the BPA.
3. **Performance Period.** Delivery for any order may extend up to 60 days beyond the expiration of the BPA provided that the Call Order was placed prior to BPA expiration.
4. **Order Type.** EPA will place Firm Fixed Price Call Orders under this BPA.

F. INVOICING AND PAYMENT

1. **Invoicing.** The Contractor shall prepare invoices in accordance with FAR 52.212-4.
2. **Invoice Content.** The requirements of a proper invoice are set forth in FAR 52.212-4.
3. **Copies.** A copy of the invoice shall be provided to the Call Order POC(s), with copies to the BPA COR, BPA Contracting Officer, and BPA Contract Specialist.
4. **Submitting Invoices.** The Contractor shall submit an original invoice and one (1) copy (or electronic invoice, if authorized), to the address specified on the Call Orders issued against the BPA. Details on how to submit electronic invoices can be found at: <http://www2.epa.gov/financial/contracts>.
5. **Payment.** Payment will be made based on successful delivery, inspection, and acceptance of the identified items and related services in accordance with FAR 52.212-4(i). The total amount of payments made on any Call Order shall not exceed the ceiling on the Call Order. The total amount of payments made on all Call Orders issued against this BPA is not to exceed \$1,000,000.00.

G. BPA MANAGEMENT AND OVERSIGHT

1. **Centralized Management.** The Contractor must provide centralized administration, in the form of a single point of contact, in support of all work performed under this BPA.
2. **Records.** The Contractor shall maintain archival copies of all deliverables, invoices, and other information furnished to the EPA for the life of the BPA and up to three (3) years after expiration of the BPA. Copies shall be made available to the Government upon request.

G. TAX

BLANKET PURCHASE AGREEMENT (BPA)

The Federal Government is exempted from paying state and local taxes. The tax exempt number is 52-0852695.

H. Quality Assurance

Quality Assurance for services and/or supplies shall be conducted in accordance with the contractor's existing quality assurance processes prior to tender for Government review and acceptance.

BLANKET PURCHASE AGREEMENT (BPA)

INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS.

1. Type of Contract

The government anticipates award of a fixed price, Multiple Award Blanket Purchase Agreement (BPA) Purchase Agreement (BPA) resulting from this RFQ.

2. Anticipated Award Date

For quotation preparation purposes, vendors may assume an effective date of January 1, 2019 ~~December 8, 2018~~. However this date is only provided for quotation purposes and is subject to change with notification prior to award.

3. General Information

This procurement is being conducted pursuant to FAR Part 12 - Acquisition of Commercial Items and FAR Part 13 - Simplified Acquisition Procedures. Additional FAR parts may apply, as applicable.

These instructions are provided for the development of a clear, concise and coherent quote. Vendors are encouraged to prepare a quote which is specific and sufficiently detailed to allow a complete evaluation of your method for satisfying the technical requirements. EPA intends to issue a BPA(s) on a best-value basis to the responsible vendor(s) whose quote conforms to the RFQ, meets the minimum technical requirements, and is deemed most advantageous to the Government, with price and non-price factors considered. Evaluation of price will be based on the overall proposed price. Technical **Quotes must be included in a separate document from the price quote** to facilitate an independent evaluation.

4. System for Award Management (SAM)

SAM is **REQUIRED** to receive an award on all federal government contracts. Therefore, contractors are encouraged to begin this process sooner rather than later. If already registered, please ensure your registration is ACTIVE. The website to register with SAM is: www.sam.gov.

6. Fedconnect Web Portal

Electronic submission of proposals, bids, offers or quotes is **REQUIRED** and shall only be accepted through the **FedConnect** web portal. FedConnect can be accessed at <https://www.fedconnect.net/Fedconnect/>. All responses to questions will be released on FedConnect. For assistance in registering or for other FedConnect technical questions please call the FedConnect Help Desk at (800) 899-6665 or email at support@fedconnect.net. There is no charge for registration in or use of FedConnect.

7. Quote Instructions

Vendors shall submit its complete (technical and price) quote in response to this RFQ on or before 14:30 ET on December 11, 2018 ~~noon ET on November 20, 2018~~ via **FedConnect**. Earlier submissions are encouraged. **All questions regarding this RFQ shall be submitted via FedConnect no later than noon ET on November 13, 2018.** Questions and answers of a common interest will be provided to all prospective Vendors. Quotes must be valid for at least **45 days** after quote response date.

BLANKET PURCHASE AGREEMENT (BPA)

Vendors shall provide the following information in its quote:

- Company information (i.e., name, address, phone, email address)
- DUNS/TIN number
- Socioeconomic status
- Point of Contact (i.e., name, address, phone, email address)
- Purchase Line Item information

Technical Quote. The Offeror's technical quote shall be written and organized to demonstrate the Offeror's knowledge and understanding of the requirements as outlined in the SOW. The technical quote shall not exceed **20 pages**. At a minimum, the Offeror's technical quote shall include the following:

- a) **KEY PERSONNEL.** Registered patent attorney – Must have at least one (1) registered patent attorney. Registration numbers must be provided. Submit resumes for all registered patent attorneys and registered patent agents. Patent attorneys and agents must be proficient (i.e., educated) in the scientific discipline of the patent application to bid upon. Usual areas of proficiency are: chemistry; biology; microbiology; environmental engineering; and mechanical engineering. Also, desirable areas of proficiency are: genetic engineering; air fluidics science; and membrane technology.
- b) **TECHNICAL CAPABILITY.** Submit evidence of successfully preparing and prosecuting of at least ten (10) patent applications that have issued as patents and submit a two (2) page narrative outlining the understanding of each task area of the Statement of Work (SOW).
- c) **PAST PERFORMANCE.** Submit three (3) most recent and relevant federal contracts for the same or similar work and other references (including contract numbers, points of contacts with telephone numbers, and other relevant information).

Price Quote (no page limitations): Offeror shall submit a firm fixed price for all line item numbers. Offeror shall use **Attachment 2 – Price Worksheet** for submitting pricing information. Failure to provide pricing for all line items will deem the offer incomplete and will not be considered. An hourly rate shall be submitted for the three (3) labor categories for each year in addition to a price-per-job for Reproduction/Transmission. Filing fees are provided for information purposes only.

8. Basis of Award and Evaluation Criteria

The Government will award a Multiple Award Blanket Purchase Agreement (BPA) to the responsible offeror(s) whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers, factors are listed in descending order of importance, all evaluation factors other than cost or price, when combined, are significantly more important than price.

- a) KEY PERSONNEL
- b) TECHNICAL CAPABILITY
- c) PAST PERFORMANCE
- d) PRICE

The Government intends to award up to five (5) vendors under the proposed Multiple Award BPA but

BLANKET PURCHASE AGREEMENT (BPA)

reserves the right to award less than five (5) if determined to be in the best interest of the Government. The BPA will allow Firm Fixed Price Task Orders for patent services.

Price: Prices will be assessed for fairness and reasonableness. The Price Quote will be evaluated to determine price reasonableness based on the aggregate total of all areas and Contract Line Item Numbers (CLINs)

Past Performance: Past performance information will be obtained from the Government's Past Performance Information Retrieval System (PPIRS). The Government will review the Offeror's three (3) submitted reports in PPIRS to validate the Offeror's past performance.

The following ratings and definitions will be used to evaluate past performance:

Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

BLANKET PURCHASE AGREEMENT (BPA)**Solicitation Provisions Incorporated by Reference (FAR 52.252-1) (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Contractor is cautioned that the listed provisions may include blocks that must be completed by the Contractor and submitted with its quote or offer. In lieu of submitting the full text of those provisions, the Contractor may identify the provision by paragraph identifier and provide the appropriate information with its quote or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

Federal Acquisition Regulation

(FAR): http://www.acquisition.gov/sites/default/files/current/far/html/Subpart%207_1.html

Environmental Protection Agency Acquisition Regulation (EPAAR):

http://www.ecfr.gov/cgi-bin/textidx?c=ecfr&tpl=/ecfrbrowse/Title48/48cfrv6_02.tpl

The following provisions are pertinent to this RFQ and are hereby incorporated by reference:

Federal Acquisition Regulation (48 CFR Chapter 1):

NUMBER	TITLE
52.212-1	Instructions to Offerors – Commercial Items
52.212-2	Evaluation – Commercial Items
52.212-4	Contract Terms and Conditions -- Commercial Items
52.252-5	Authorized Deviations in Provisions
	Fill in: (b) EPAAR, 48 CFR Chapter 15

Environmental Protection Agency Acquisition Regulation (48 CFR Chapter 15):

NUMBER	TITLE
1552.237-70	Notice of Filing Requirements for Agency Protests

1. FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR), which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (DEC 2014)
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

BLANKET PURCHASE AGREEMENT (BPA)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☐ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) (Reserved)

☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (AUG 2013) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).

☐ (10) (Reserved)

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the Offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) (Reserved)

☒ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

BLANKET PURCHASE AGREEMENT (BPA)

- ☐ (iii) Alternate II (NOV 2011).
- ☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
 - ☐ (ii) Alternate I (OCT 1995) of 52.219-7.
 - ☐ (iii) Alternate II (MAR 2004) of 52.219-7.
- ☐ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).
 - ☐ (ii) Alternate I (OCT 2001) of 52.219-9.
 - ☒ (iii) Alternate II (OCT 2001) of 52.219-9.
 - ☐ (iv) Alternate III (OCT 2014) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☐ (22) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013) (15 U.S.C. 637(m)).
- ☐ (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- ☐ (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- ☐ (27) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ☐ (28) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- ☐ (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

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☐ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

☐ (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

☐ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☐ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

☐ (ii) *Alternate I* (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

☐ (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-13.

☐ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-14.

☐ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

☐ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

☐ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (41) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (42)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note,

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19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

☐ (ii) Alternate I (MAY 2014) of 52.225-3.

☐ (iii) Alternate II (MAY 2014) of 52.225-3.

☐ (iv) Alternate III (MAY 2014) of 52.225-3.

☐ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☐ (44) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

☐ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007)
(42 U.S.C. 5150).

☐ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (49) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (50) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (JUL 2013) (31 U.S.C. 3332).

☐ (51) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

☐ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (53) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

☐ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

BLANKET PURCHASE AGREEMENT (BPA)

☐ (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☐ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☐ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

☐ (10) 52.222-55, Minimum Wages Under Executive Order 13658 DEC 2014) (Executive Order 13658).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to-

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of

BLANKET PURCHASE AGREEMENT (BPA)

the flow down shall be as required by the clause-

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) ((41 U.S.C. 3509)).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(E) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(F) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(G) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (JUL 2014) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(H) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(I) (I) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(2) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(J) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(K) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(L) 52.222-54, Employment Eligibility Verification (AUG 2013).

(M) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations.

(MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(N) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

BLANKET PURCHASE AGREEMENT (BPA)

(O) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) Executive Order 13658).

2. FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the BPA. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within one (1) day prior to the expiration of the BPA.

3. EPA-2010-10 (APR 2012) Unpaid Federal Tax Liability & Felony Criminal Violation Certification

- (a) In order to meet the requirements of Sections 433 and 434 of Division E of the Consolidated Appropriations Act, 2012-(Pub. L. 112-74), the contractor shall provide the Contracting Officer a certification whereby the contractor certifies:
 - (i) It is not a corporation that has been convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months; and
 - (ii) It is not a corporation that has any unpaid Federal tax Liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- (b) Failure of the contractor to furnish a certification or provide such additional information as requested by the Contracting Officer may render the contractor ineligible for FY2015 contract funding.
- (c) The contractor has a continuous obligation to update the subject certification as required.

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)			THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET ASIDE		PAGE 1 OF 16 PAGES	
1. REQUEST NO. 68HE0H18Q0048		2. DATE ISSUED 10/29/2018		3. REQUISITION/PURCHASE REQUEST NO.		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1
5a. ISSUED BY HPOD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460				6. DELIVERY BY (Date) Multiple		
5b. FOR INFORMATION CALL: (No collect calls)				7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule)		
				9. DESTINATION		
NAME Keith Westry				b. STREET ADDRESS		
8. TO: a. NAME				b. COMPANY		
c. STREET ADDRESS				c. CITY		
d. CITY		e. STATE		f. ZIP CODE		d. STATE e. ZIP CODE
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 11/20/2018 1200 ET		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quote. Any representations and/or certifications attached to this Request for Quotations must be completed by the quote.				
11. SCHEDULE (Include applicable Federal, State and local taxes)						
ITEM NO. (a)	SUPPLIES/SERVICES (b)			QUANTITY (c)	UNIT (d)	UNIT PRICE (e)
0001	The EPA hereby issues this RFQ to procure a multiple award Blanket Purchase Agreement (BPA) for patent services identified in the attached Statement of Work (SOW)					
12. DISCOUNT FOR PROMPT PAYMENT				a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)
				d. CALENDAR DAYS NUMBER PERCENTAGE		
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached						
13. NAME AND ADDRESS OF QUOTER				14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER				16. SIGNER		b. TELEPHONE AREA CODE
b. STREET ADDRESS						
c. COUNTY				a. NAME (Type or print)		
d. CITY		e. STATE		f. ZIP CODE		NUMBER
c. TITLE (Type or print)						

BLANKET PURCHASE AGREEMENT (BPA)

BLANKET PURCHASE AGREEMENT

A. AUTHORITY

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6, in conjunction with Subpart 13.1, as applicable, and as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued.

B. PURPOSE OF BPA

The purpose of this BPA is to establish arrangements for ordering patent services for the award's period of performance. Upon issuance of BPA(s) the Contracting Officer will be issuing subsequent Call Order(s). The Environmental Protection Agency (EPA) has a requirement to acquire patent services. BPAs that will provide a contracting vehicle to award call orders. These BPAs will provide a qualified set of contractors with predetermined services which can be utilized by EPA.

This BPA establishes the terms and conditions applicable to potential future purchases for BPA calls under this agreement. EPA's objective in establishing this Agreement is to reduce the Government's administrative costs and to eliminate unnecessary duplication of paperwork that can result when repetitive purchases of items are made from the same contractor.

A BPA is an Agreement, not a contract. The Government is not obligated to purchase any definite amount under this BPA. If a need arises, an authorized representative of the Government may issue an order following the procedures outlined in the BPA. If the BPA-holder accepts the order, then a binding contract between the Government and BPA-holder will exist for that specific order. If the BPA-holder refuses to accept orders or to furnish quotations in compliance with the terms of the BPA, the Government reserves the right to cancel the BPA. They will not include a minimum guarantee amount or minimum order guarantee.

C. TERMS AND CONDITIONS

- 1. Agreement.** This is a pre-priced Blanket Purchase Agreement (BPA) for non-personal services. Under this BPA, the contractor/supplier shall provide all equipment, tools, materials, supplies, transportation, labor, supervision, management and other incidentals necessary to meet the requirements as stated in the Statement of Work (SOW). These services will be ordered by the Contracting Officer (or authorized representative of the Contracting Officer) during the five (5) year duration of this Blanket Purchase Agreement.
- 2. Maximum BPA Values.** Individual Call Orders placed under this BPA shall not exceed \$250,000.00 per call. The amount of all orders shall not exceed \$1 million combined for all contracts.
- 3. Effective Period.** The effective period of the BPA is from the Date of BPA execution + 5 years
(*exact dates to be inserted at the time of BPA execution*)
- 4. Delivery Requirements.** All items shall be shipped FOB Destination to the address specified in the Call Order Request for Quote.

BLANKET PURCHASE AGREEMENT (BPA)

5. **Ordering and Payment.** Call Orders may or may not be competed among BPA holders. All Call Orders shall be made via purchase order or purchase card, at the sole discretion of the Contracting Officer placing the Call Order. Orders will be placed via purchase order to the maximum extent practicable. Payment shall be made based on successful delivery, inspection and acceptance of the identified items in accordance with FAR 52.212-4(i).
6. **Extent of Obligation.** The Government will be obligated only to the extent of authorized purchases actually made under this BPA by authorized personnel.
7. **Funds Obligation.** The BPA does not obligate any funds. Funds will be obligated on each Call Order.
8. **BPA Term.** This maximum period of performance of this BPA is five (5) years from the date of BPA execution. This maximum period may be extended by a maximum of 6 months if FAR 52.217-8 is exercised. The BPA will be reviewed annually to ensure that it still represents a "best value". At the sole discretion of the Government, the Government may exercise the Option Periods in accordance with EPAAR 1552.217-76.
9. **Pricing Terms.** Pricing in response to all Call Order Request for Quotes shall be consistent with (i.e., equal to or less than) the pricing stated in the BPA for the effective BPA period. The Maximum Unit Prices will be reviewed annually to determine if they are consistent with the rates offered by the Contractor on the open market. Refer to section 12. Price Reduction herein.
10. **Discounted Rates.** The Contractor is encouraged to offer discounts from its Maximum Unit Prices in response to Call Order Requests for Quotes issued under this BPA.
11. **Out-Year Prices.** Maximum Unit Prices are governed by BPA period.
12. **Price Reduction.** Any pricing under this BPA shall be consistent with (i.e., equal to or less than) prices offered by the Contractor in the commercial open market. If at any time the prices offered by the Contractor in the commercial open market become lower than the prices in this BPA, this BPA will be modified to include the lower prices.
13. **Precedence.** The terms and conditions included in this BPA apply to all orders issued against it. In the event of an inconsistency between the terms and conditions of the BPA and the Contractor's invoice, the BPA terms and conditions will take precedence.

D. AUTHORIZED USERS AND POINTS OF CONTACT**1. Authorized Users:**

- a. The BPA is open for ordering by all EPA offices.
- b. Only the Contracting Officer(s) identified under the BPA Points of Contact are authorized to place orders under this BPA.

2. BPA Points of Contact:

- a. **BPA Contracting Officer:** Keith Westry

BLANKET PURCHASE AGREEMENT (BPA)

Phone: (202) 564-9863

Email: westry.keith@epa.gov

b. **BPA COR:** To be determined at the time of BPA execution

c. **Call Order POCs:** To be specified in the Call Order.

E. ORDERING

1. **Centralized Ordering.** Ordering via this BPA is centralized to the Office of Acquisition Solutions (OAS) Headquarters Acquisition Division (HQAD) Professional Svc & Consolidated Mission Branch.
2. **Ordering Period.** Orders may be placed against the BPA at any time prior to the expiration of the BPA.
3. **Performance Period.** Delivery for any order may extend up to 60 days beyond the expiration of the BPA provided that the Call Order was placed prior to BPA expiration.
4. **Order Type.** EPA will place Firm Fixed Price Call Orders under this BPA.

F. INVOICING AND PAYMENT

1. **Invoicing.** The Contractor shall prepare invoices in accordance with FAR 52.212-4.
2. **Invoice Content.** The requirements of a proper invoice are set forth in FAR 52.212-4.
3. **Copies.** A copy of the invoice shall be provided to the Call Order POC(s), with copies to the BPA COR, BPA Contracting Officer, and BPA Contract Specialist.
4. **Submitting Invoices.** The Contractor shall submit an original invoice and one (1) copy (or electronic invoice, if authorized), to the address specified on the Call Orders issued against the BPA. Details on how to submit electronic invoices can be found at: <http://www2.epa.gov/financial/contracts>.
5. **Payment.** Payment will be made based on successful delivery, inspection, and acceptance of the identified items and related services in accordance with FAR 52.212-4(i). The total amount of payments made on any Call Order shall not exceed the ceiling on the Call Order. The total amount of payments made on all Call Orders issued against this BPA is not to exceed \$1,000,000.00.

G. BPA MANAGEMENT AND OVERSIGHT

1. **Centralized Management.** The Contractor must provide centralized administration, in the form of a single point of contact, in support of all work performed under this BPA.
2. **Records.** The Contractor shall maintain archival copies of all deliverables, invoices, and other information furnished to the EPA for the life of the BPA and up to three (3) years after expiration of the BPA. Copies shall be made available to the Government upon request.

G. TAX

BLANKET PURCHASE AGREEMENT (BPA)

The Federal Government is exempted from paying state and local taxes. The tax exempt number is 52-0852695.

H. Quality Assurance

Quality Assurance for services and/or supplies shall be conducted in accordance with the contractor's existing quality assurance processes prior to tender for Government review and acceptance.

BLANKET PURCHASE AGREEMENT (BPA)

INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS.

1. Type of Contract

The government anticipates award of a fixed price, Multiple Award Blanket Purchase Agreement (BPA) Purchase Agreement (BPA) resulting from this RFQ.

2. Anticipated Award Date

For quotation preparation purposes, vendors may assume an effective date of December 8, 2018. However this date is only provided for quotation purposes and is subject to change with notification prior to award.

3. General Information

This procurement is being conducted pursuant to FAR Part 12 - Acquisition of Commercial Items and FAR Part 13 - Simplified Acquisition Procedures. Additional FAR parts may apply, as applicable.

These instructions are provided for the development of a clear, concise and coherent quote. Vendors are encouraged to prepare a quote which is specific and sufficiently detailed to allow a complete evaluation of your method for satisfying the technical requirements. EPA intends to issue a BPA(s) on a best-value basis to the responsible vendor(s) whose quote conforms to the RFQ, meets the minimum technical requirements, and is deemed most advantageous to the Government, with price and non-price factors considered. Evaluation of price will be based on the overall proposed price. **Technical Quotes must be included in a separate document from the price quote** to facilitate an independent evaluation.

4. System for Award Management (SAM)

SAM is **REQUIRED** to receive an award on all federal government contracts. Therefore, contractors are encouraged to begin this process sooner rather than later. If already registered, please ensure your registration is ACTIVE. The website to register with SAM is: www.sam.gov.

6. Fedconnect Web Portal

Electronic submission of proposals, bids, offers or quotes is **REQUIRED** and shall only be accepted through the **FedConnect** web portal. FedConnect can be accessed at <https://www.fedconnect.net/Fedconnect/>. All responses to questions will be released on FedConnect. For assistance in registering or for other FedConnect technical questions please call the FedConnect Help Desk at (800) 899-6665 or email at support@fedconnect.net. There is no charge for registration in or use of FedConnect.

7. Quote Instructions

Vendors shall submit its complete (technical and price) quote in response to this RFQ on or before noon ET on November 20, 2018 via **FedConnect**. Earlier submissions are encouraged. **All questions regarding this RFQ shall be submitted via FedConnect no later than noon ET on November 13, 2018.** Questions and answers of a common interest will be provided to all prospective Vendors. Quotes must be valid for at least **45 days** after quote response date.

BLANKET PURCHASE AGREEMENT (BPA)

Vendors shall provide the following information in its quote:

- Company information (i.e., name, address, phone, email address)
- DUNS/TIN number
- Socioeconomic status
- Point of Contact (i.e., name, address, phone, email address)
- Purchase Line Item information

Technical Quote. The Offeror's technical quote shall be written and organized to demonstrate the Offeror's knowledge and understanding of the requirements as outlined in the SOW. The technical quote shall not exceed **20 pages**. At a minimum, the Offeror's technical quote shall include the following:

- a) **KEY PERSONNEL.** Registered patent attorney – Must have at least one (1) registered patent attorney. Registration numbers must be provided. Submit resumes for all registered patent attorneys and registered patent agents. Patent attorneys and agents must be proficient (i.e., educated) in the scientific discipline of the patent application to bid upon. Usual areas of proficiency are: chemistry; biology; microbiology; environmental engineering; and mechanical engineering. Also, desirable areas of proficiency are: genetic engineering; air fluidics science; and membrane technology.
- b) **TECHNICAL CAPABILITY.** Submit evidence of successfully preparing and prosecuting of at least ten (10) patent applications that have issued as patents and submit a two (2) page narrative outlining the understanding of each task area of the Statement of Work (SOW).
- c) **PAST PERFORMANCE.** Submit three (3) most recent and relevant federal contracts for the same or similar work and other references (including contract numbers, points of contacts with telephone numbers, and other relevant information).

Price Quote (no page limitations): Offeror shall submit a firm fixed price for all line item numbers. Offeror shall use **Attachment 2 – Price Worksheet** for submitting pricing information. Failure to provide pricing for all line items will deem the offer incomplete and will not be considered.

8. Basis of Award and Evaluation Criteria

The Government will award a Multiple Award Blanket Purchase Agreement (BPA) to the responsible offeror(s) whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers, factors are listed in descending order of importance, all evaluation factors other than cost or price, when combined, are significantly more important than price.

- a) KEY PERSONNEL
- b) TECHNICAL CAPABILITY
- c) PAST PERFORMANCE
- d) PRICE

The Government intends to award up to five (5) vendors under the proposed Multiple Award BPA but reserves the right to award less than five (5) if determined to be in the best interest of the Government. The BPA will allow Firm Fixed Price Task Orders for patent services.

BLANKET PURCHASE AGREEMENT (BPA)

Price: Prices will be assessed for fairness and reasonableness. The Price Quote will be evaluated to determine price reasonableness based on the aggregate total of all areas and Contract Line Item Numbers (CLINs)

Past Performance: Past performance information will be obtained from the Government's Past Performance Information Retrieval System (PPIRS). The Government will review the Offeror's three (3) submitted reports in PPIRS to validate the Offeror's past performance.

The following ratings and definitions will be used to evaluate past performance:

Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

BLANKET PURCHASE AGREEMENT (BPA)**Solicitation Provisions Incorporated by Reference (FAR 52.252-1) (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Contractor is cautioned that the listed provisions may include blocks that must be completed by the Contractor and submitted with its quote or offer. In lieu of submitting the full text of those provisions, the Contractor may identify the provision by paragraph identifier and provide the appropriate information with its quote or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

Federal Acquisition Regulation
(FAR): http://www.acquisition.gov/sites/default/files/current/far/html/Subpart%207_1.html

Environmental Protection Agency Acquisition Regulation (EPAAR):
http://www.ecfr.gov/cgi-bin/textidx?c=ecfr&tpl=/ecfrbrowse/Title48/48cfrv6_02.tpl

The following provisions are pertinent to this RFQ and are hereby incorporated by reference:

Federal Acquisition Regulation (48 CFR Chapter 1):

NUMBER	TITLE
52.212-1	Instructions to Offerors – Commercial Items
52.212-2	Evaluation – Commercial Items
52.212-4	Contract Terms and Conditions -- Commercial Items
52.252-5	Authorized Deviations in Provisions
	Fill in: (b) EPAAR, 48 CFR Chapter 15

Environmental Protection Agency Acquisition Regulation (48 CFR Chapter 15):

NUMBER	TITLE
1552.237-70	Notice of Filing Requirements for Agency Protests

1. FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR), which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (DEC 2014)
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

BLANKET PURCHASE AGREEMENT (BPA)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☐ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) (Reserved)

☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (AUG 2013) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).

☐ (10) (Reserved)

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the Offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) (Reserved)

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

BLANKET PURCHASE AGREEMENT (BPA)

- ☐ (iii) Alternate II (NOV 2011).
- ☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
 - ☐ (ii) Alternate I (OCT 1995) of 52.219-7.
 - ☐ (iii) Alternate II (MAR 2004) of 52.219-7.
- ☐ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).
 - ☐ (ii) Alternate I (OCT 2001) of 52.219-9.
 - ☒ (iii) Alternate II (OCT 2001) of 52.219-9.
 - ☐ (iv) Alternate III (OCT 2014) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☐ (22) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013) (15 U.S.C. 637(m)).
- ☐ (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- ☐ (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- ☐ (27) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ☐ (28) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- ☐ (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

BLANKET PURCHASE AGREEMENT (BPA)

☐ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

☐ (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

☐ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☐ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

☐ (ii) *Alternate I* (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

☐ (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-13.

☐ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-14.

☐ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

☐ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

☐ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (41) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (42)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note,

BLANKET PURCHASE AGREEMENT (BPA)

19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

☐ (ii) Alternate I (MAY 2014) of 52.225-3.

☐ (iii) Alternate II (MAY 2014) of 52.225-3.

☐ (iv) Alternate III (MAY 2014) of 52.225-3.

☐ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☐ (44) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

☐ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

☐ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (49) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (50) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (JUL 2013) (31 U.S.C. 3332).

☐ (51) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

☐ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (53) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

☐ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

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- ☐ (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- ☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- ☐ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- ☐ (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).
- ☐ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).
- ☐ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).
- ☐ (10) 52.222-55, Minimum Wages Under Executive Order 13658 DEC 2014) (Executive Order 13658).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to-

- (i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and
- (ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than

- (i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and
- (ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of

BLANKET PURCHASE AGREEMENT (BPA)

the flow down shall be as required by the clause-

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) ((41 U.S.C. 3509)).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(E) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(F) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(G) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (JUL 2014) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(H) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(I) (I) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(2) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(J) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(K) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(L) 52.222-54, Employment Eligibility Verification (AUG 2013).

(M) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations.

(MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(N) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

BLANKET PURCHASE AGREEMENT (BPA)

(O) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) Executive Order 13658).

2. FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the BPA. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within one (1) day prior to the expiration of the BPA.

3. EPA-2010-10 (APR 2012) Unpaid Federal Tax Liability & Felony Criminal Violation Certification

- (a) In order to meet the requirements of Sections 433 and 434 of Division E of the Consolidated Appropriations Act, 2012-(Pub. L. 112-74), the contractor shall provide the Contracting Officer a certification whereby the contractor certifies:
 - (i) It is not a corporation that has been convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months; and
 - (ii) It is not a corporation that has any unpaid Federal tax Liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- (b) Failure of the contractor to furnish a certification or provide such additional information as requested by the Contracting Officer may render the contractor ineligible for FY2015 contract funding.
- (c) The contractor has a continuous obligation to update the subject certification as required.

CC
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Intellectual Property Attorneys
20 Church Street
22nd Floor
Hartford, CT 06103-3207

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AgencyWilliam Jefferson Clinton Building
1200 Pennsylvania Ave, N.W.
Mail Code 3803R
Washington, DC 20460

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☐ Agent
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